

1 HON. JOHN C. COUGHENOUR  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

11 WILD FISH CONSERVANCY,

CASE NO. 2:08-CV-0156-JCC

12 Plaintiff,

13 v.  
14 STIPULATED FEE SETTLEMENT AND  
15 PROPOSED ORDER APPROVING  
16 Defendants.

17 UNITED STATES ENVIRONMENTAL  
18 PROTECTION AGENCY, ET. AL.,

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2        This Stipulated Fee Settlement Agreement is made between Plaintiff, Wild Fish  
3 Conservancy (“Plaintiff”) and the U.S. Environmental Protection Agency, *et al.* (“Defendants”)  
4 to resolve Plaintiff’s application for attorneys’ fees and costs filed in this case on July 27, 2010  
5 (Dkt. No. 71).  
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7        WHEREAS Plaintiff and Defendants (“the parties”) agree that it serves the interests of  
8 the parties and judicial economy and efficiency to settle Plaintiff’s claim for attorneys’ fees and  
9 costs without the need for further litigation;

10      WHEREAS the parties enter into this Stipulation without any admission of fact or law, or  
11 waiver of any claims or defenses, factual or legal;

12 ACCORDINGLY, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:

13      1.     Defendants agree to pay \$138,000.00 to settle Plaintiff’s claim for fees and costs.  
14 Payment shall be made via electronic wire transfer to the Wild Fish Conservancy. Counsel for  
15 Plaintiff shall provide counsel for Defendant all necessary account information to effectuate the  
16 electronic fund transfer and Defendant shall submit all necessary paperwork for the  
17 administrative processing of the payment to the Department of Treasury’s Judgment Fund Office  
18 pursuant to 16 U.S.C. § 1540(g)(4) within ten (10) business days of issuance of the signed Court  
19 order approving this stipulation, or receipt of all necessary information from counsel for  
20 Plaintiff, whichever is later. Counsel for Defendant shall inform counsel for Plaintiff by email of  
21 the submission of the necessary paperwork for the attorneys’ fees payment. The account  
22 information provided by Plaintiff’s counsel shall be kept confidential and shall be used for the  
23 sole purpose of making the electronic funds transfer provided for in this stipulation.

24      2.     Plaintiff agrees to accept this payment in full satisfaction of any and all claims for  
25 litigation fees and costs, through and including the date of this Stipulated Fee Settlement

Agreement, incurred in connection with the proceedings culminating in the Court's April 28, 2010 Order (Dkt. No. 66) and final judgment issued on May 3, 2010 (Dkt. No. 67).

3. By this Agreement, Defendants do not waive any right to contest fees claimed by Plaintiff, including the hourly rate, in any future litigation or continuation of the present action. Further, this stipulation as to attorneys' fees and costs has no precedential value and shall not be used as evidence in any other attorneys' fees litigation.

4. Nothing in this agreement relieves Defendants of their obligation to act in a manner consistent with applicable federal, state, or local law, and applicable appropriations law. Nothing in this agreement shall be interpreted as, or shall constitute, a requirement that obligates Defendant to pay any funds exceeding those available, or take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law.

5. Each of the parties' undersigned representatives certifies that they are fully authorized to enter into and execute the terms and conditions of this Stipulated Fee Settlement Agreement, and do hereby agree to the terms herein.

6. The terms of this Agreement shall become effective upon entry of an order by the Court ratifying the Agreement.

Dated: August 12, 2010

Respectfully Submitted,

/s/ Brian Knutsen  
BRIAN KNUTSEN, WSBA No. 38806  
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5 /s/ Rickey D. Turner Jr.  
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21 Phone: (303) 844-1498

22 Attorneys for Defendants

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
24

25 DATED: \_\_\_\_\_

26 JOHN C. COUGHENOUR  
27 UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

## WILD FISH CONSERVANCY,

CASE NO. 2:08-CV-0156-JCC

## Plaintiffs,

V.

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY, ET AL.,

## **CERTIFICATE OF SERVICE**

## Defendants.

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY, ET AL.,  
Defendants.

I hereby certify that on August 12, 2010, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such to the attorneys of record.

/s/ Rickey D. Turner Jr.  
RICKEY D. TURNER JR.